paper mill to remove broken paper from sets of rollers. Electricity generated attracted the paper so strongly that it was drawn in between the rollers and his arms were crushed. In the trial plaintiff endeavored to introduce evidence of similar prior accidents in the same place, but it was excluded. As this was an appeal from judgment on direction of a verdict, the court considered the appellant entitled to most favorable inferences from evidence given and also from evidence erroneously excluded. *Held*, That it could not be said as matter of law that the accident was caused by an obvious danger, the risk of which the employe assumed. Kellogg, J., dissented.

To the general rule that a servant assumes the ordinary risks of his employment, and even the risks from unsafe machinery which are apparent and obvious, we find the exception that the master is liable if he exposes persons to perils which they, by reason of youth, do not comprehend. *Coombs* v. *New Bedford Cordage Co.*, 102 Mass. 572; *Union Pac. R. R. Co.* v. *Fort*, 17 Wall. 553, 14 *A. & E. Enc.* 892; *Illinois, etc., R. R. Co.* v. *Welch*, 52 Ill. 183; *Malone* v. *Hawley*, 46 Cal. 408.

DEEDS—MORTGAGES—WARRANTY—HOPPER V. SMYSER—SMYSER V. HOPPER, 45 Atlan. 206.—The habendum clause in a deed of conveyance declared the property subject to a mortgage, but in the warranty immediately following the mortgage was not expressly excepted. *Held*, that the failure to except in the warranty did not make the grantor liable for the mortgage, because the habendum clause limits the estate and interest which is described as conveyed, and the covenant of warranty could not enlarge an estate and interest thus limited.

The contrary view is held in some States, although an outstanding mortgage is not a breach of the covenant of warranty, yet the covenant is an undertaking that the covenantee shall at all times enjoy the land free from all such encumbrances existing at the time of the grant. 8 *A. & E. Encycl. of L.*, 2d ed. 97. *King* v. *Kilbride*, 58 Conn. 109, and cases cited.

DIVORCE—ADULTERY—CONDONATION—GEOGER V. GEOGER, 45 Atlan. 349 (N. J.).—In divorce proceedings against a woman for adultery, where she proved forgiveness by words on the part of her husband, and also his promise to receive her back into his home and convey property to her; this was held by the court to be an insufficient condonation of her offense by the husband.

This decision is contrary to the rule in *Shackelton* v. *Shackelton*, 48 N. J. Eq. 364, which held "that forgiveness may be expressed in words, and possibly by conduct without words, to show that the injured party meant to blot out the whole past."

The court based its decision upon *Teats* v. *Teats*, 1 S. W. and Tr. 334, which held that "words, however strong, can at the highest be regarded only as an imperfect forgiveness, and must remain incomplete, unless followed by a reconciliation."

Condonation requires reunion and reconciliation; a restoration of the offender to all the marital rights. 9 *A. and E. Ency. Law*, 222. The husband in this case showed only an inclination to condone the offense.

DIVORCE—ADULTERY—CUSTODY OF CHILDREN—OSTERHOUDT V. OSTERHOUDT, 62 N. Y., Sup. 529.—*Held*, that the court will not disturb a decree granting the custody of children to the wife from whom the plaintiff had obtained a divorce, on the ground that she had procured the divorce in a foreign jurisdiction and remarried, where no other misconduct is shown, and she has a comfortable home and the children are attached to her,

The New York court will not recognize the defendant's North Dakota divorce, and views her subsequent marriage as adultery. But it leaves her the custody of the chidren on the ground that her only misconduct depended on the legal question of the jurisdiction of the North Dakota courts in granting her a divorce, and that she was the better fitted for their custody. Barrett and